

Huck Manufacturing Company and United Steelworkers of America, AFL-CIO, Cases 16-CA-8514, 16-CA-8604, and 16-CA-8994¹

March 20, 1981

SUPPLEMENTAL DECISION AND ORDER

On January 26, 1981, the National Labor Relations Board issued a Decision and Order in Cases 16-CA-8514 and 16-CA-8604,² adopting as modified the recommended Decision of Administrative Law Judge Russell L. Stevens, finding that the Respondent had violated Section 8(a)(1), (3), and (5) of the National Labor Relations Act, as amended, and ordering the Respondent to take certain action to remedy the unfair labor practices.

While Cases 16-CA-8514 and 16-CA-8604 were being considered by the Board, Case 16-CA-8994, involving the same parties, came to hearing before Administrative Law Judge Richard D. Taplitz, and the parties reached a settlement stipulation in that case. The stipulation provided that if the Board should adopt the 8(a)(5) and (1) findings in the recommended Order of Administrative Law Judge Stevens, the Board should add to its order a provision that the Respondent cease and desist, in the absence of impasse, unilaterally instituting a particular dental plan and a wage increase. The stipulation also provided that no further action should be taken in Case 16-CA-8994, and requested the Administrative Law Judge to submit the stipulation to the Board with the recommendation that it be approved. Thereafter, Administrative Law Judge Taplitz issued an order transferring Case 16-CA-8994 to the Board, and recommending that the case be consolidated with Cases 16-CA-8514 and 16-CA-8604, and that the settlement stipulation be approved.

On February 17, 1981, the Charging Party filed a motion requesting the Board to modify its Decision and Order of January 26, 1981, in light of the settlement stipulation.

The Board has considered the recommendation of Administrative Law Judge Taplitz, the Charging Party's motion, and the settlement stipulation, and has decided to approve the settlement stipulation and modify the Order of January 26, 1981.³

¹ The caption reflects the consolidation of Case 16-CA-8994 with Cases 16-CA-8514 and 16-CA-8604, provided for in this Supplemental Decision and Order.

² 254 NLRB No. 88.

³ Nothing in the Order, however, shall be construed to require the Respondent to revoke any benefits previously granted.

ORDER

The National Labor Relations Board hereby orders that:

1. Case 16-CA-8994 is consolidated with Cases 16-CA-8514 and 16-CA-8604.

2. The settlement stipulation in Cases 16-CA-8994 is approved.

3. The Decision and Order issued in Cases 16-CA-8514 and 16-CA-8604, dated January 26, 1981, is modified to substitute the following paragraph for paragraph 1(c) of the Order:

"(c) Violating Section 8(a)(5) and (1) of the Act by: failing and refusing to bargain with the Union in good faith; bargaining directly with employees on matters subject to collective bargaining; unilaterally implementing portions of its previous offers made during negotiations with the Union in the absence of an impasse in negotiations; unilaterally increasing the wage rate paid employees who did not strike for work on May 14 through May 18; in the absence of impasse unilaterally instituting a dental plan, effective January 1, 1980, for the benefit of its employees in the appropriate bargaining unit, and unilaterally increasing the wages of its employees in the appropriate bargaining unit, effective February 4, 1980, by 5 percent; failing and refusing to negotiate with the Union on the subject of arbitration; and insisting that any contract with the Union be for a term of less than 1 year."

4. The attached notice, incorporating the modification of the Order set out in paragraph 3 above, is substituted for the notice attached to the Decision and Order dated January 26, 1981.

APPENDIX

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

WE WILL NOT violate Section 8(a)(1) of the National Labor Relations Act by: disparaging and reprimanding employees for engaging in a lawful strike; telling employees that those who struck on May 15, 1979, would be paid less for working May 14 than employees who did not strike; threatening permanently to replace employees immediately if they engage in a strike; harassing employees because they engaged in a lawful strike; and paying employees who re-

frained from engaging in strike activities at double their usual pay rate for work on May 14 through 18, 1979.

WE WILL NOT violate Section 8(a)(3) and (1) of the Act by paying employees who were on strike from May 15 through May 18, 1979, for work on May 14 at rates below those paid nonstriking employees who worked on May 14. Those employees who were on strike May 15 through May 18, 1979, are:

Mike Adams	Robert Reesing
Dennis J. Ayers	Tom Ross
Richard Benton	Kenneth W. Bolden
Darleen Brinkley	Kenneth Ruth
Robert D. Brown	Roy Rutkoski
Artia (Pete) L. Brown	Ray Salazor
Billy Brown	Maximiliaus Santana
Marie Bolden	Larry H. Sligel
Orville Eugene Chappell	Michael J. Smith
James L. Chism	Rubbie Sterling
Gene Claridy	Morris L. Steward
Ben Cunningham	Jack Stone, Jr., "W. D."
Palmer N. Collier	Kin Sydow
William Roger Daive	D. L. Thompson
Michael R. Denny	Frances F. Venable
Mike Dominguez	Ronnie Walker
Vernon Ray Drakes	Johnnie Mae Walker
Norbert Fetsch	C. W. Wendt Jr.
Marle Gardy	Jerry Wilson III
Billy Grobe	Robert L. Wright
G. T. Hendrix	Ralph T. Andre Edwards
Dole Huricuf	Jimmy Thompson
Rose M. Hughes	Bernice Danford
Tom Hughes	James Hollingsworth
William E. Keton, Jr.	Nino Santane
Aaron Lang	Charlie Hughes
George Ernest Lehrmann	Bob Barnes
Greg Lglehart	Linda Brewington
Llyod W. Lowry	Frankie Ingram
Mike Luxfan	Mike Jones
George D. McFarland	Jack Reed
John P. McGaugh	Mark Tary
Michael J. McGaugh	Tom Askin
Leonard McLennan	Mike Saxton
J. T. McLearaen	Gary Culverhouse
Rusty Mashburn	Dale Herring

John Henry May	David Marshall
James D. Meadows	Tony Riojas
Camille Minns	Tommy Wilhite
Tom J. Moore	Jerald Russel
Jimmie D. Nitichla	Jimmy Dickson
Johnny Northcutt	Roy Clemons
O. C. Pierce	Gerry Bush
S. L. Pimpton	J. E. Hanks
Luther Pimpton, Jr.	Victor Martin
David L. Ramos	Donald Campbell
Jim D. Reed, Jr.	Lonnie Walker
Rich McGaugh	

WE WILL NOT violate Section 8(a)(5) and (1) of the Act by: failing and refusing to bargain with the Union in good faith; bargaining directly with our employees on matters subject to collective bargaining; unilaterally implementing portions of our previous offers made during negotiations with the Union in the absence of an impasse in negotiations; unilaterally increasing the wage rate paid employees who did not strike for work on May 14 through May 18; in the absence of impasse unilaterally instituting a dental plan, effective January 1, 1980, for the benefit of its employees in the appropriate bargaining unit, and unilaterally increasing the wages of its employees in the appropriate bargaining unit, effective February 4, 1980, by 5 percent; failing and refusing to negotiate with the Union on the subject of arbitration; and insisting that any contract with the Union be for a term of less than 1 year. The appropriate unit involved herein is:

All production and maintenance employees at our Waco, Texas, plant, but excluding all office and clerical employees, professional and technical employees, guards, watchmen, and supervisors as defined in the Act.

WE WILL NOT in any other manner interfere with, restrain, or coerce employees in the exercise of their Section 7 rights.

WE WILL, upon request, bargain collectively in good faith with the Union as the exclusive representative of all employees in the appropriate unit, described above, with regard to rates of pay, hours employment, and other terms and conditions of employment and, if an understanding is reached, embody such understanding in a signed agreement. The collective-bargaining period will begin from the date when we commence to bargain in good faith, and the Union's certification will be extended for a period of 1 year from the date when we begin to bargain in good faith with the Union.

WE WILL make whole all of the above-named employees who were on strike from May 15 through May 18, 1979, but who worked May 14 and were paid at a lower pay scale than nonstriking employees who also worked May 14, by paying the strikers at the same rates of pay the nonstrikers were paid for

work on May 14, with interest. In addition, we will pay the employees who were on strike an amount equal to the bonus paid nonstriking employees who worked May 15 through May 18, 1979, with interest.

HUCK MANUFACTURING COMPANY